

JPA File No.: 06-150I
AG Contract No.: KR06-1310TRN
Project No.:
Project:
Section:
TRACS No.: XJP06150
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
AND
US DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
ARIZONA DIVISION
AND
ARIZONA DEPARTMENT OF TRANSPORTATION

This Memorandum of Agreement entered into by and between the United States Department of the Interior, National Park Service, Intermountain Region (NPS) and the United States Department of Transportation, Federal Highway Administration, Arizona Division (FHWA), Arizona Department of Transportation (ADOT) to establish the mutual purpose, the roles, responsibilities and procedures under which funds directed by Congress to make specific improvements in National Parks within the borders of the State of Arizona will be provided and expended;

Whereas, 16 U.S.C. Section 6, the National Park Service Organic Act of August 25, 1916 (39 Stat. 535), as amended and supplemented, authorizes the Secretary of Interior to accept moneys for the purposes of improving the national park system.

Whereas the NPS is the Federal agency with administrative oversight and jurisdictional authority for National Parks within the borders of the State of Arizona;

Whereas the ADOT is the State agency with administrative and jurisdictional responsibility associated with the obligation of Federal-aid Highway funds apportioned by the U.S. Department of Transportation, Federal Highway Administration;

Whereas FHWA is the Federal Agency with administrative oversight and jurisdictional authority to allocate funds each year from monies authorized to be appropriated under Public Law 109-59;

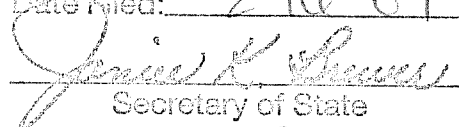
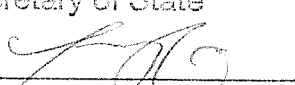
Whereas Public Law 109-59, Sections 1702 authorized the allocation of Federal funds to ADOT for park improvements at Grand Canyon National Park;

Whereas, Congress provided these funds to the ADOT to assist the NPS in accomplishing these improvements;

Whereas, the ADOT has agreed that the projects are *in the public interest*, and ADOT requests FHWA transfer these funds to the NPS in the most efficient manner;

Whereas, FHWA has a long-standing 1983 agreement and related administrative procedures to support the NPS in the development of federal transportation projects;

Whereas, FHWA is prepared to receive the funds from the ADOT; and

NO. 28727
Filed with the Secretary of State
Date Filed: 2-16-07

Secretary of State
By: 

Whereas, the NPS is prepared to expend these funds in conformity with regulations and agreements jointly approved by the Secretary of Transportation and Secretary of Interior and undertake the necessary work to accomplish the Congressional objectives.

Now therefore, pursuant to the authority granted to all parties in PL 109-59, the parties do hereby agree as follows:

ARTICLE I: Scope of Agreement

The parties agree to cooperate to ensure the implementation of Congressionally specified improvement projects in the National Parks.

1. The NPS agrees to:
 - a. Plan, develop, design, construct and maintain park roads and improvements in accordance with 23 USC and 16 USC 1, et seq. Furthermore, NPS agrees to comply with all other applicable federal laws and design standards approved by NPS;
 - b. Provide the required matching funds as set out in Article III of this Agreement as required;
 - c. Provide records to FHWA and ADOT to review upon request and to cooperate in any type of inspection by FHWA or ADOT; and
 - d. Provide project closeout information to the FHWA Division for their review and acceptance.
2. The ADOT agrees to:
 - a. Transfer yearly contract and obligation authorities designated for National Park improvements and included in SAFETEA-LU as High Priority Projects # 1795 to the Federal Highway Administration, subject to allocations received from annual federal appropriations. Allocations are subject to rescissions and reductions to obligation authority.
 - b. Rely on the FHWA Arizona Division to ensure oversight of the project; and,
 - c. Provide records to FHWA and NPS to review upon request and to cooperate in any type of inspection by FHWA or NPS.
3. The FHWA agrees to:
 - a. Accept said transfers of yearly contract and obligation authorities from the State of Arizona Department of Transportation;
 - b. Administer the funds by providing them to NPS upon request, subject to the normal procedures between the agencies governing transfers of Highway Trust Funds (HTF);
 - c. Provide for project oversight through the Division Office; and,
 - d. Notify the ADOT of final acceptance of each project.

ARTICLE II: Term of MOA

This MOA becomes effective on the date of the last approving signature and shall remain in effect until the work on all projects set out in Article III (including final payment) has been completed to the mutual satisfaction of the NPS and the FHWA.

ARTICLE III: Projects

An Attachment A shall be prepared for the following project:

1. Grand Canyon Greenway Trails
 - SAFETEA-LU Project #1795, Section 1702.

ARTICLE IV. Key Officials and Contacts:

Key Official

Key Contact

Robert E. Hollis, Division Administrator,
Arizona Division
Federal Highway Administration
One Arizona Center, Suite 410
400 East Van Buren Street
Phoenix, AZ 85004-2285
602-379-3646

Vicki Tsutsumida??
Field Operations Team Leader
Arizona Division
Federal Highway Administration
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Eileen Colleran
Legislative Liaison
Arizona Department of Transportation
206 S 17th Ave
Phoenix, AZ 85007-3213
602-712-7685
EColleran@AZDOT.gov

Michael J. Snyder, Regional Director
Department of Interior,
National Park Service, Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO
303-969-2700

Jayne Schaeffer, Program Manager
Department of Interior
National Park Service, Northeast Region
12795 W. Alameda Parkway
Lakewood, CO 80225
Jayne_Schaeffer@nps.gov
303-969-2581

ARTICLE V: Termination

Any party may terminate this Agreement by providing the other parties with thirty (30) days advance written notice. In the event that one party provides the other parties with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

Termination shall not affect any valid commitment of funds that, in the mutual judgment of the parties, had become firm before the effective date of the termination.

ARTICLE VI: Liability and Tort Claims

The parties to this agreement are governmental agencies and as such, agree to accept responsibility for liability to the extent permitted by law.

ARTICLE VII: Required and Standard Clauses

Non-Discrimination: All activities pursuant to this agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sex, sexual orientation, national origin, disabilities, religion, and age.

Appropriations (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing in this Agreement shall be construed as binding any agency to expend, in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of the Agreement for that fiscal year, or other obligations for the further expenditure of money in excess of such appropriations.

Congress, for the purposes of the Agreement for that fiscal year, or other obligations for the further expenditure of money in excess of such appropriations.

Officials Not to Benefit (41 U.S.C. 22): No Member of Congress shall be admitted to any share of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

Lobbying Prohibitions: The parties will abide by the provision of 18 U.S.C. 1913, Lobbying with Appropriated Moneys, which states- No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

Consistency with Public Laws: Nothing in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives.

For the Arizona Division, Federal Highway Administration:

Robert E. Hollis 1-18-07
 Administrator DATE
 Federal Highways Administration
 AZDOT Division
Arizona


For the State of Arizona:

Karen B. Burch 2/5/07
 Administrator DATE
 Arizona Department of Transportation
 Intermodal Transportation Division

For the National Park Service:

Michael D. Syder 1/9/07
 Regional Director DATE
 Department of Interior
 National Park Service
 Intermountain Region

- Not Needed -
 Jim Evans DATE
 NPS Agreement Technical Representative

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| <p>TERRY GODDARD Attorney General</p> | <p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p> | <p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p> |
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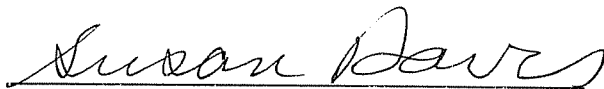
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-1310TRN (**JPA 06-150-I**), an Agreement between public agencies, i.e., *The Department of the Interior National Park Service Intermountain Region and US Department of Transportation Federal Highway Administration Arizona Division and Arizona Department of Transportation*, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 12, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:999560
Attachment